

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 13th day of June in the year of our Lord one thousand eight hundred and ninety one between James Talley and Martha Ellen Talley his wife of Douglas in the County of Douglas and State of Kansas of the first part, and H. L. Stevens of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eleven hundred eighty (\$1180) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do — grant, bargain, sell and mortgage to the said party of the second part his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: The North East quarter (N. E. 1/4) of Section No. Twenty two (22) in Township No. Fourteen (14) South of Range number eighteen (18) containing a one hundred and sixty acres, more or less. It is hereby agreed between the parties hereto that the said parties of the first part may pay fifty dollars or any greater sum on the note herein described at any interest payment.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do — hereby covenant and agree, at the delivery hereof, they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances.

This grant is intended as a Mortgage to secure the payment of the sum of Eleven hundred and eighty (\$1180) dollars according to the terms of — one — certain — promissory — this day executed and delivered by the said James Talley and Martha Ellen Talley to the said party of the second part: payable three years after date, with interest thereon at the rate of eight per cent per annum, payable semi-annually from date until paid payable at The Lawrence National Bank.

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part his executors, administrators or assigns; and out of all moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said parties of the first part their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of—

Witness to mark

R. L. Horton

James Talley (SEAL.)
Martha Ellen Talley (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, } ss.
 County of Douglas

Be it Remembered, That on this — 13 — day of — June —, A. D. 1891, before me R. L. Horton, a Notary Public in and for said County and State, came James Talley and Martha Ellen Talley his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.



In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires April 9 - 1893Recorded June - 13 - A. D. 1891 at 7:45 o'clock M.

R. L. Horton Notary Public.
James Brooks Register of Deeds

The following is endorsed on the original instrument
 In consideration of full payment of the within mortgage
 I hereby release the same this 25 day of June 1894
 H. L. Stevens.

Recorded June 29th 1892
 James Brooks
 Register of Deeds